

CH2M HILL Plateau Remediation Company

CONTRACT NO: 942019-RRU

Contracted Radiological Control Technicians

SECTION C: DRAFT CONTRACT

Following is a draft of the contract contemplated as a result of this solicitation. Prospective offerors are reminded to review the draft contract to ensure they are prepared to comply. The draft contract will be updated to reflect the final agreement reached based on the proposal submitted and discussions, if any, that are held.

CH2M HILL
Plateau Remediation Company
Mail Stop A4-02
825 Jadwin Avenue
P.O. Box 1600
Richland, WA 99352

Contractor:

TBD

Contract Specialist: Rayna R Uptmor
Phone Number: (509) 376-0113

Contractor Contact: TBD

Phone Number: TBD

Start Date: TBD
Contract Type: Master Contract
Contract Value: \$ TBD

End Date: September 30, 2020

FOB Point: N/A

Payment Terms: Net 30

CH2M HILL Plateau Remediation Company

Contractor Authorized Signature

Rayna R Uptmor / Contract Specialist

Printed Name/Title

Printed Name/Title

Date Signed

Phone

Date Signed

Phone

Date Signed

Phone

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PART I – STATEMENT OF WORK

See attached Part I – Statement of Work, Rev. dated 8/9/2019, that is incorporated into this contract reference and made a part thereof.

END OF PART I – STATEMENT OF WORK

DRAFT

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PART II – FINANCIAL TERMS

1.0 CONTRACT TYPE AND VALUE

This contract is a priced Master Contract with the ability to utilize Fixed Unit Rate and Time and Material pricing. CHPRC has no liability beyond the value equal to the not to exceed value of the combined Task Order Releases.

1.1 Master – Task Order Contract

1. This Master Contract is the vehicle to facilitate award of services to be provided by the Contractor. Contractor is not guaranteed work as a result of receiving this Contract. The Contract does not contain an estimated contract value. A contractual commitment to perform work for an agreed contract value will be established only by award of a Task Order Release. The individual Task Order Release will contain the scope of work, the period of performance for the specific scope of work, the pricing type, and the agreed value for Contractor's performance of the work.
2. CH2M HILL Plateau Remediation Company (CHPRC) will solicit the Contractor to submit proposals under this Contract for Contracted Radiological Control Technicians (CRCT) services. Performance of work under this Contract will be authorized by CHPRC only by a fully executed Task Order Release using the process detailed below. Funding commitments under this Contract are created solely through issuance and release for the services specified.
3. Only those individuals named by CHPRC under Authorized Personnel are authorized to issue Task Order Releases and to make any changes to this Contract.
4. Fixed unit rate Task Order Releases shall be issued under this Contract. Task Order Releases shall identify authorized Contracted Radiological Control Technician (CRCT) personnel. All pricing arrangements, shall be consistent with the rate schedule, Current Revision, for this Contract.
5. Time and Materials Task Order Releases may be utilized for other direct costs associated with reimbursement of authorized travel expense for one-way travel to the Hanford Site. ODCs shall not include markup, overhead, G&A or handling fees.

1.2 Task Order Release Process

The following process shall apply to Task Order Releases issued by CHPRC under this Contract. Performance of work within general scope will be authorized by written direction issued in accordance with the process described herein.

1. The CHPRC will identify a need and provide a Statement of Work to the Contractor soliciting a proposal for the effort to be performed and schedule of performance.
2. The Contractor shall respond within three (3) working days. Contractor's Proposal shall provide names of individual CRCTs, resumes and estimated travel expenses to the Hanford Site. Resumes shall include the candidate's education, related experience, and applicable certifications.

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3. The CHPRC will notify the Contractor of all CRCT candidates the Buyer considers acceptable.
4. The Contractor shall provide to the CHPRC the names of those expected to report for testing.
5. The CHPRC's Contract Specialist will award a Release in accordance with the terms of this Master Contract. Each Release will be numbered and will contain a period of performance, a Not-to-Exceed funding amount and applicable contract clauses.
6. The Contractor shall schedule travel, pre-employment drug testing, pre-employment documentation, study materials and arrival of the CRCT(s) at the Hanford Site.
7. The CRCT will be accepted for co-employment upon passing the Radiological test and issuance of Task Order Release.
8. The CHPRC will schedule an on-site medical examination and a security background check for each CRCT
9. The Contractor shall not begin work on any Task Order Release or Task Order Release Modification prior to receipt of written authorization to proceed from an appropriate individual specified in the provision of this Contract entitled, "Authorized Personnel".

2.0 TASK ORDER RELEASE ESTIMATED PERIOD OF PERFORMANCE

Each Task Order Release RFP and Task Order Release will include a period of performance. CHPRC reserves the right to extend or reduce the period of performance based on twenty-four (24) hours written notice.

3.0 PAYMENT SCHEDULE

3.1 Payment Schedule

In accordance with the provision of this Master Contract, Task Order Release shall be reimbursed for authorized and approved work in accordance with the following:

Fully Burdened Fixed Unit Hourly Rate	Base Period of Performance Award to 09/30/2020	Option Year 1 10/01/2020 to 09/30/2021	Option Year 2 10/01/2021 to 09/30/2022
Local Straight Time Hourly Rate	\$	\$	\$
Non-Local Straight Time Hourly Rate	\$	\$	\$
Local Overtime Hourly Rate	\$	\$	\$
Non-Local Overtime Hourly Rate	\$	\$	\$

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Other Direct Costs (ODCs) for Travel

CHPRC shall provide reimbursement for one trip to Hanford for accepted and authorized named CRCT in Task Order Releases. ODCs shall be for actual cost without a markup or handling fee.

4.0 PRICING INSTRUCTIONS FOR CHANGE ORDERS/MODIFICATIONS

CHPRC reserves the right to request a complete pricing breakdown, including certified or uncertified cost or pricing data as applicable for any change orders or modifications that have an impact to the established contract pricing.

5.0 TAXES

Contractor shall refer to the TAXES section of the General Provisions.

6.0 PAYMENT TERMS

6.1 Estimated Billing

It is mandatory for continued acceptable performance that the Contractor provide monthly, to CHPRC Accounts Payable, the best estimate of the total billable cost (invoiced plus invoiceable) from inception of the contract through the current fiscal month closing (closing dates specified on the form). This information must be provided in writing by email (preferred), fax, or mail by the 15th of each month. This data must be provided for each contract release until all payments are received and the contract is complete.

Mailing Address: CH2M HILL Plateau Remediation Company
825 Jadwin Avenue
PO Box 1600
Richland, WA 99352
Attn: Accruals MSIN A4-03

Email: CHPRCA@rl.gov Fax: (509) 376-0302

The Monthly Contract-to-Date Cost Estimate Form can be obtained at the following Internet Address: <http://chprc.hanford.gov/page.cfm/SubmittalsFormsDocs> or directly from the Contract Specialist.

6.2 Estimated Cost of Task Order Releases

The estimated value for each individual Task Order Releases will be stated in each Release. The Contractor shall not exceed this amount without specific written authorization from CHPRC. The Contractor shall notify the cognizant Contract Specialist in writing when the Contractor reaches 75% of the current estimated value.

7.0 DEFINITIONS

There are no special definitions applicable to this contract.

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8.0 ASSUMPTIONS

There are no special assumptions applicable to this contract.

9.0 INVOICING INSTRUCTIONS

9.1 Contractor Invoices

Invoices submitted to CHPRC shall be submitted as follows. Failure to submit a proper and accurate invoice may result in rejection or delay of the invoice. Address invoicing requirement questions to the Contract Specialist.

General Requirements

1. Submittal of an invoice constitutes Contractor's certification that materials, work and/or services have been provided, and invoiced amounts are in accordance with the contract.
2. Each Contract Release and Purchase order must be invoiced separately and in a timely manner with respect to the invoiced products or services.
3. The invoice must clearly & legibly identify the
 - a. Contractor's Name
 - b. Unique Invoice Number
 - c. Contract, Task Order Release and/or Purchase Order Number
 - d. Itemized description of the supplies or service provided
 - e. Hourly rate and date performed
4. Remittance will only be made to the remittance address on file for the contractor. Invoices from third parties or with different remittance instructions or addresses will not be processed.
5. An "Authorization for Electronic Funds Transfer (EFT) of Invoice Payments" must be on file with CHPRC before EFT payments can be made.
<http://www.hanford.gov/pmm/files.cfm/eft.pdf>
6. Invoices should include the name and telephone number of a company representative available to respond to questions about the invoice.
7. Invoices shall be paid according to the terms and conditions of the contract *unless*; substantiated evidence is obtained claiming Contractor is delinquent in payment to sub-tier Subcontractors. All future payments may be reduced or suspended by the Contract Specialist until validation is received from the Contractor verifying all sub-tier payments are current.

Contracts for Services:

8. Unless otherwise authorized in the contract, service contracts may not be invoiced more than once per calendar month.

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9. The total amount due for the billing period must be clearly identified on all invoices (this amount should be set apart from any cumulative amounts or subtotals).
10. Invoiced amounts, rates, other direct charges or travel must be specifically defined in the contract to be allowable for reimbursement.
11. When applicable for this type of contract, indicate the name(s) of the worker(s) labor rate, billable work hours, and period of performance on each invoice.
12. Travel expenses (if authorized) must be itemized and supported with receipts in accordance with the requirements set forth under clause, "Reimbursement of Travel Expenses" or as otherwise stated within the Contract.

Submittal

13. Invoices and supporting documentation may be submitted electronically in a format acceptable to CHPRC (preferred).
14. Submit invoices electronically via e-mail to both CHPRC Accounts Payable (CHPRC AP) at the following e-mail address: chprcap@rl.gov (chprcap@rl.gov) and (in the same email) to the Contract Specialist.
 - a. The contractor's name, invoice number, and the contract and release numbers must be shown in the subject line of the e-mail message used to submit an electronic invoice. The suggested format for the subject line is: Contractor Name, Invoice XXXXX, Contract XXXXX-X.
15. Submit hard copy invoices including supporting documentation to CHPRC's Accounts Payable organization at the address below.

CH2M HILL Plateau Remediation Company
Accounts Payable - Mail Stop: A4-03
P.O. Box 1600
Richland, WA 99352

10.0 CONTRACT TIMEKEEPING RECORDS

Contractor shall maintain adequate timekeeping procedures, controls and processes for billing work to the Buyer. Contractor shall provide monthly to the Buyer all timecards for Contractor and lower-tier subcontractor employees that perform work and charge time under this Contract.

1. Timekeeping Records shall be provided with each invoice submittal or as otherwise directed by the Buyer.
 - a. In the event the Contractor is utilizing the Buyer's Contracted Labor Time Recording System, timecards shall be submitted to a specific Buyer-designated location. This information shall be provided electronically by the 28th of each month.

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- b. Timekeeping records submitted may be a system-generated document, or equivalent, that identifies the project (job) number, employee name, dates worked and all associated daily hours and totals.
 - c. Timekeeping records shall be signed by the Contractor employee or, when applicable, lower-tier subcontractor employee and certified by the Contractor or lower-tier subcontractor employee's supervisor.
 - d. Timekeeping records must be provided for each Contract or Contract Release until all Contractor invoices are received and Work is complete.
2. Submitting timecard records is a condition of payment under this Contract. Failure to provide timekeeping records as specified shall be a basis for Buyer to withhold Contractor payments.
 3. Consistent with the Accounts, Records, and Inspection clause of this Contract, all books of account and records relating to this Contract shall be subject to inspection and audit by Buyer, DOE, or a designee, at all reasonable times until a minimum of three years after the final payment has been made.

The Contractor shall include this clause in all cost-reimbursement, time and material, fixed hourly rate, and other non-fixed price lower-tier subcontracts where hours are billed directly to the Buyer.

11.0 CLOSEOUT AND FINAL PAYMENT

11.1 Closeout Certification

Contractor shall properly execute and mail to CHPRC a final release, in a format acceptable to CHPRC, within five working days from the last date services are provided hereunder and/or the date of the last shipment made hereunder. Final payment will not be made until a final release is properly executed and received by CHPRC. (form [available on this web page](#) or directly from the Contract Specialist)

12.0 SPECIAL INSTRUCTIONS

12.1 Reimbursement of Travel Expenses

Travel Authorization: **Only** when authorized **in advance by CHPRC as part of the Contract**, will Contractor personnel be reimbursed for travel expenses incurred in performance of this Contract. Expense reimbursement is limited to costs incurred for lodging plus meals and incidental expenses (M&IE) considered reasonable, allowable, and allocable, and do not exceed the maximum per diem rates in effect at the time of travel as set forth in Federal Travel Regulations (FTR). Contractor is expected to take reasonable steps to minimize the amount of travel expenses. Links to the [FTRs and current per diem rates](#) can be found on the GSA web site (www.gsa.gov)

A separate subcontract release will be established for all allowable travel expenses.

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In accordance with the Supplemental Provisions Article 3.2 "Reimbursement of Travel Expenses", travel expenses including transportation, lodging, meals and incidental expenses for one, one-way trip from the CRCT's point of origin to the Hanford Site in Richland, Washington will be reimbursed when approved in advance by CHPRC as follows:

The individual CRCT has successfully completed all pre-employment screening test including drug screening, medical/physical and background/security checks administered by WPRS to determine the CRCT's ability to perform work as outlined in the Statement of Work.

Transportation from the point of origin to the Hanford site will be reimbursed in one of two ways, whichever total amount represents the lowest cost:

1. Transportation other than Airline

Reimbursement of transportation costs will be at the current FTR per mile rate, for travel made by automobile, or actual fares for other public conveyance, reasonably incurred by Subcontractor's personnel in traveling by the shortest and most direct route from his/her home office to (Hanford Site) Richland, Washington at the request of CHPRC. When travel is by automobile the most direct route shall be determined in accordance with the Rand McNally Standard Distance Chart. Reimbursement up to the maximum FTR CONUS per diem will be considered based on a minimum 350-mile per day basis.

OR

2. Transportation by Airline

Every effort shall be made by the Subcontractor to plan required travel to obtain the lowest fares available.

Local Travel Costs: Local mileage and other travel costs while at the Hanford Site will not be reimbursed, unless specifically authorized by CHPRC.

Travel Time: Labor charges while in transit to and from the Hanford site are not authorized.

12.2 Certified Cost and Pricing Data

1. Before awarding a contract or issuing a modification to an existing contract expected to exceed Federal Acquisition Regulation (FAR) 14.403-4(a)(1) Certified Cost or Pricing data thresholds, the contractor must provide Certified Cost or Pricing data except as outlined in FAR 15.403-1. If an exception does not apply, certified cost or pricing data is required before accomplishing any of the following actions expected to exceed the current threshold or, in the case of an existing contract, the threshold specified in the contract:
 - a. The award of any negotiated contract (except for undefinitized actions such as letter contract).

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- b. The modification of any sealed bid or negotiated contract (whether or not certified cost or pricing data were initially required). Price adjustment amounts must consider both increases and decreases when requiring Certified Cost or Pricing Data. This requirement does not apply when unrelated and separately priced changes for which certified cost or pricing data would not otherwise be required are included for administrative convenience in the same modification.
2. The Contractor shall prepare and submit certified cost or pricing data and supporting attachments in accordance with Table 15.2 of FAR 15.408 or in a manner substantially similar.
3. As soon as practicable after agreement on price, but before contract award, the Offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.
4. If the Contractor intends to issue a subcontract in performance of this requirement and it is expected to exceed applicable thresholds, the lower-tier contractor is also subject to the above requirements.

END OF PART II – FINANCIAL TERMS

PART III – GENERAL TERMS and ATTACHMENTS

1.0 GENERAL

1.1 Acceptance of Terms and Conditions.

Contractor, by signing this Contract, delivering the supplies, or performing the requirements indicated herein, agrees to comply with all the Contract provisions, specifications and other documents that this Contract incorporates by reference or attachment. CHPRC hereby objects to any provisions inserted into this Contract, amendment, or modification to the Contract that are different from or in addition to those set forth by CHPRC in the Contract, amendment or modification to the Contract.

1.2 Attachments Incorporated

The terms, forms, documents and attachments listed herein are hereby incorporated into and made a part of this contract. Contractor is responsible for downloading or obtaining a copy from the Contract Specialist and complying with the applicable documents.

Where available, hyperlinks are provided for downloading the referenced document.

1.3 Order of Precedence

In the event of a discrepancy among Contract documents the following order of precedence shall govern resolution: (1) CHPRC's written Contract modifications, direction, and instructions; (2) written Contract (3) Technical instructions, including the (a) Statement of Work (SOW), (b) engineering drawings, (c) exhibits and attachments,

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and (d) applicable standards; (4) Special Provisions; (5) General Provisions; and (6) other documents identified as being part of the Contract.

1.4 Nondisplacement of Qualified Workers

Consistent with the requirements of FAR 52.222-17, “Nondisplacement of Qualified Workers”, the contractor and its subcontractors shall in good faith offer those service employees employed under the predecessor contract a right of first refusal of employment under this contract in positions for which the service employees are qualified.

1.5 Limitations on Subcontracting

When performing work under a Priced BOA that has been set aside or reserved for small business concerns or 8(a) concerns, Contractor shall perform in accordance with and adhere to the requirements of FAR 52.219-14 “Limitations on Subcontracting.” Failure to meet the minimum percentage requirements set forth in FAR 52.219-14(c) on a cumulative task basis under the Priced BOA shall be considered a breach of the contract.

Contractor may **not** subcontract any significant portion of this contract without first obtaining concurrence of CHPRC to the proposed subcontract scope and subcontractor(s).

Contractor is responsible to incorporate and flow down all appropriate provisions and requirements of this contract to all lower-tier contractors and subcontractors. Contractor shall furnish CHPRC a list of all proposed lower-tier subcontractors who will be performing work on the Hanford site and those proposed subcontractors who will be performing a significant portion of the off-site work. The list must be furnished prior to award and updated with changes during contract performance. Use the Subcontracting form and instructions located on this web page:

<http://chprc.hanford.gov/page.cfm/SubmittalsFormsDocs>.

CHPRC reserves the right to:

- Reject any proposed subcontract or subcontractor as incomplete or unsuitable
- Require submittal of the proposed subcontract before contract award or prior to performance of any work on site
- Require the replacement, at contractor’s expense, of any subcontractor who fails to adhere to all of the applicable provisions and requirements of this contract.

END OF PART III – GENERAL TERMS and ATTACHMENTS

PART IV – SPECIAL TERMS

1.0 ADMINISTRATION

1.1 Abnormal or Unusual Situations

In the event that there is an abnormal or unusual situation associated with this contract work scope, the Contractor is to immediately contact the designated Contract Specialist

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(CS) or designated CHPRC's Technical Representative (BTR). If the Contractor is unable to contact either the CS or the BTR, the Contractor is to contact the CHPRC Occurrence Notification Center at (509) 376-2900, which is available 24 hours a day, seven days a week, and provide them with: Contract Number, Contract Specialist's name, BTR's name and a short summary of the abnormal or unusual situation. If after making contact with CHPRC, the Contractor is advised to suspend activities, the Contractor is not to proceed until such direction to proceed has been expressly issued by the Contract Specialist. If there is an emergency situation, the Contractor is to make the appropriate immediate emergency call to 911 or 373-0911 for cell phones and then make the notifications to CHPRC as set forth herein.

1.2 Term of Contract

The term of this Contract shall commence on the date of award and shall end on September 30, 2020 unless extended by the parties or unless terminated by other provisions of this Contract.

1.3 Authorized Personnel

Only the following named Contract individuals are authorized to make changes to this document:

Contract Specialist, Rayna R Uptmor
Service Contract Manager, Victoria Clem
Supply Chain Director, John Robinson

1.4 Electronic Mail Capability

The Contractor shall provide and maintain Internet and electronic mail capability for the duration of the Contract. The Contractor's email account shall be able to send and receive attached documents of up to 5 megabyte in size. Correspondence and Administrative messages concerning this contract will be conducted via email in current versions of Microsoft Office applications, ASCII text, RTF, PDF, ZIP and other commonly used file formats. In addition, information, data and forms may be posted on CHPRC's Internet web site for downloading by the Contractor.

1.5 Hanford Facility Closure Days

Contracted Radiological Control Technicians (CRCT) will be paid by CHPRC for all Hanford Facility Closure Days which occur during their temporary employment at the Hanford Site. Hanford Facility Closure Days are:

New Year's Day
President's Day
Memorial Day
July 4th (Independence Day)
Labor Day
Thanksgiving Day
Wednesday before Thanksgiving

December 24th
Christmas Day

Actual facility closure dates may vary and will be in accordance with CHPRC holiday and 4x10 schedule.

1.6 Key Personnel

Contractor agrees those individuals, assigned to each Release, will not be reassigned without the written agreement of CHPRC. Whenever, for any reason, one or more of these individuals are unavailable for assignment for work under this Contract, the Contractor, with the approval of CHPRC, shall replace such individual with a fully qualified individual. In the event that CRCTs are reassigned prior to completion of a Release, through no fault of CHPRC, the cost of any CHPRC administered training and CRCT labor charges for replacement CRCTs shall be the sole responsibility of the Contractor. Individuals determined to be key personnel assigned to the performance of work will be named in each Release.

1.7 Service Contract Act of 1965

This Contract is subject to the McNamara-O'Hara Service Contract Act of 1965 (SCA) as specified in FAR 22.10 . In accordance with the SCA, the contractor shall pay service employees, employed in the performance of this contract, no less than the minimum wage and furnish fringe benefits specified by the SCA or applicable Wage Determination.

CHPRC published Services Contract Act Wage Determinations specifically for Hanford are posted at: <http://chprc.hanford.gov/page.cfm/SubmittalsFormsDocs>

A Directory of Occupations and more information about the Service Contract Act can be found on the Department of Labor web site at <http://www.dol.gov/whd/govcontracts/sca.htm>

1.8 Contractor – CHPRC Interface

CHPRC and the Contractor will interface only through CHPRC's Contract Specialist for clarifications and questions.

1.9 Designation of Technical Representative

The designated Buyer's Technical Representative (BTR) for this contract is:

Provided Upon Award

The BTR is responsible for monitoring and providing technical guidance for this Contract and should be contacted regarding questions or problems of a technical nature. The BTR is also responsible for appropriate oversight of Contractor's personnel while on site and the interface between contractor and other CHPRC organizations supporting contract performance.

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Authority of the BTR and supporting organizations is limited to providing technical direction within the scope and provisions of this contract. The BTR may not direct work or authorize any change outside of the written contract and contract provisions.

The BTR does not possess any explicit, apparent or implied authority to modify the contract. When in the opinion of the Contractor, the BTR requests or directs efforts outside the existing scope of the Contract; Contractor shall promptly notify the Contract Specialist in writing. No action outside the scope of the contract should be taken until the Contract Specialist makes a determination and/or modifies the contract.

In no event, will an understanding or agreement, modification, change order, or any deviation from the terms of this Contract be effective or binding upon CHPRC unless formalized by proper Contract documents executed by the Contract Specialist.

1.10 Options

The Contract Specialist retains the sole right to exercise the option(s) included in this contract. The inclusion of the option(s) does not represent a commitment, financial or otherwise, on the part of CHPRC to exercise any or all of the option(s) nor extend the contract beyond the end date specified by the contract or most current contract amendment. CHPRC may exercise one or more options by providing written notice to the contractor prior to the most current contract end date. Lacking written notice by CHPRC, the option(s) will expire with the contract.

1.11 Ceiling Price (Task Orders)

A ceiling price shall be specified in each individual Task Order. CHPRC shall not be obligated to pay the Contractor any amount in excess of the individual Task Order ceiling price or the not-to-exceed amount specified in the Contract, whichever is less. Contractor shall not be obligated to continue performance if to do so would exceed the Task Order ceiling price, unless and until CHPRC shall have notified the Contractor in writing that the Task Order ceiling price has been increased and shall have specified in the notice a revised Task Order ceiling price that shall constitute the new Task Order ceiling price for performance under the Task Order.

1.12 Former CHPRC Team Employees

The contractor is required to identify to CHPRC as part of the proposal or in advance of performance when any former employee of the CHPRC Team, who left the Team within twelve months of the new award, is proposed to work on a staff-augmentation basis under the contract or release. CHPRC reserves the right to not contract for the individual(s).

1.13 Temporary CHPRC Employees

Contractor employees referred to CHPRC shall be considered temporary CHPRC employees working under the CHPRC/Hanford Atomic Metal Trades Council (HAMTC) Labor Agreement, including any additional language negotiated specifically for this situation. Contractor shall continue its employer relationship with these individuals (i.e.

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Contractor's (CRCTs) thus a co-employment status will exist between CHPRC and Contractor regarding these CRCTs for their work at the Hanford Plateau Remediation.

Each Contracted Radiological Control Technician (CRCT) is temporary. CRCTs shall be considered as a probationary employee for this time period and provisions governing union representation of probationary employees under the current CHPRC/HAMTC Labor Agreement shall apply.

1.14 Screening Test for Illegal /Unauthorized Substances

Contractor prior to applying for a security badge and having employees perform Services on the Hanford Site, Contractor shall have in possession documentation that employees assigned for more than seven (7) calendar days have undergone and passed a screening test for illegal/unauthorized substances not more than three (3) months prior to their initial assignment for services on the Hanford Site. Documentation of negative drug screen shall be made available upon request by CHPRC.

All drug screening must be from a Substance Abuse and Mental Health Services Administration (SAMHSA) Drug Panel Screen from a SAMHSA certified laboratory. Proof of negative drug screen shall be on testing agency or collection center letterhead and shall include evidence of SAMHSA certification. The drug test must screen for the presence of amphetamines, barbiturates, benzodiazepines, cocaine metabolites, marijuana, metabolites, methadone, methaqualone, opiates, phencyclidine, propoxyphene, and additional drugs/alcohol, as requested.

Violation of this Article may, at CHPRC's option, be deemed by CHPRC to be a material breach of this agreement and subject the contractor to termination for default, as well as other remedies of contract, law, or equity.

1.15 Contract Timekeeping

Due to the co-employment nature of this contract, contractor CRCTs shall record and enter their time in CHPRC's timekeeping system. On a regular basis, but at least monthly, CHPRC will provide a time charging report to the Contractor that details the number of Contractor CRCT labor hours charged. Subcontractor shall use CHPRC's report as the basis for generating Subcontractor invoices under this contract

1.16 Overtime Hours Worked

All hours worked beyond a standard work week (overtime) must be pre-approved by the Buyer's Technical Representative (BTR) or their designee. For every overtime hour worked, the Contractor shall be compensated at the overtime rate established in the contract.

1.17 Payroll Deductions and Contributions

CHPRC's payroll system will be used for issuing payroll checks to CRCTs. The CRCTs shall receive from CHPRC, an hourly wage rate in accordance with the HAMTC Labor Agreement. Withholding will include a one-time HAMTC initiation fee, weekly agency fees/union dues and other mandatory deductions or withholdings (including Federal Income Tax, Social Security Tax, Medicare Tax, and Labor & Industries Tax). Any other

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wage rate adjustments will be determined by the CHPRC/HAMTC Labor Agreement(s) in effect.

Contractor shall be responsible for payment of all Contractor CRCT health and welfare benefits such as life, accident, and health plans, vacation and sick leave, pension plans, severance pay and savings and thrift plans.

2.0 CONTRACT PROVISIONS

The provisions, forms, documents and attachments listed below are hereby incorporated into and made a part of this contract. Unless specifically replaced or revised in the body of this contract the clauses and referenced laws, rules and regulations in the General and Special Provisions applicable for this type of contract shall have the same force and effect as if written into the body of the contract.

Contractor is responsible for downloading, reading and complying with the applicable provision revision identified below. In the event that the link to a specific provision is broken, provisions are posted for downloading at the following hyperlink. A copy is also available from CHPRC on request.

<http://chprc.hanford.gov/page.cfm/ContractProvisions>

- 2.1 [General Provisions](#) – Revision 11 dated August 14, 2019
- 2.2 [Special Provisions, SP-5 - On-Site Services](#) - Revision 14 dated May 15, 2018
- 2.3 [Special Provisions, SP-16 - Contractor Representations and Certifications](#) - Revision 7 dated July 20, 2019
- 2.4 [Special Provisions, SP-19 - Time and Materials \(T&M\) and Labor Hour \(LH\) Contracts](#) – Revision 1 dated March 23, 2017

END OF PART IV – SPECIAL TERMS

END OF CONTRACT